



PROVINCE OF QUEBEC
MUNICIPALITY OF GRENVILLE-SUR-LA-ROUGE

**BY-LAW NUMBER 2026-06-401
REGARDING CONTRACT MANAGEMENT**

WHEREAS that section 8 of the *Act respecting Municipal Bodies’ Contracts* (CQLR, c. C-65.01, hereinafter the “LCOM”) requires every municipality to adopt a by-law on contract management

WHEREAS that the municipal council wishes to align its regulations with the most recent legislative provisions in order to ensure transparency, fairness, and the sound management of public funds;

WHEREAS all council members present note that the purpose of this by-law is to provide for measures regarding contract management for any contract entered into by the Municipality, including specific rules for the awarding of contracts involving an expenditure of at least \$25,000 but less than the expenditure threshold requiring a call for tenders via an open procedure pursuant to Section 29 of the LCOM— which threshold, as of January 1, 2026, is \$139,000, subject to adjustment for inflation;

WHEREAS that a notice of motion was duly given at the regular council meeting held on June 9, 2026, at the same time as the tabling of the draft by-law;

WHEREAS that a copy of the by-law in question was provided to the members of the council more than two clear days before the meeting;

WHEREAS that all council members present declare having read the regulations and waive the reading thereof.

CONSEQUENTLY, IT IS PROPOSED BY XXXX AND UNANIMOUSLY RESOLVED BY THE COUNCILLORS PRESENT THAT BY-LAW NUMBER 2026-06-401 BE ADOPTED AND THAT IT ENACT AND DECREE THE FOLLOWING:

CHAPTER I PREAMBLE, PURPOSE, APPLICATION AND SCOPE

Article 1 Preamble

The preamble forms an integral part of these regulations.

Article 2 Subject and purpose

This by-law establishes the general rules governing the award, performance, and oversight of contracts entered into by the Municipality, regardless of the award method or value.

The purpose of this by-law is to:

To ensure the implementation of measures for the awarding, execution, and management of contracts granted by the Municipality of Grenville-sur-la-Rouge, in accordance with Article

938.1.2 of the Municipal Code of Quebec, with the aim of establishing greater transparency and better management of municipal contracts within the municipality:

Thus, the Municipality is implementing measures aimed at:

- 1. promote compliance with applicable laws aimed at combating bid rigging;
- 2. ensure compliance with the *Lobbying Transparency and Ethics Act* (chapter T-11.011) and the *Code of Conduct for Lobbyists* adopted under that Act;
- 3. prevent acts of intimidation, influence peddling, or corruption;
- 4. prevent situations of conflict of interest;
- 5. prevent any other situation likely to compromise the impartiality and objectivity of the tendering process and the management of the resulting contract;
- 6. regulate the making of any decision that has the effect of authorizing the modification of a contract
- 7. provide for measures to ensure the rotation of potential contractors for contracts that may be awarded through direct negotiation;

Article 3 General rules of application and persons subject to the rules

3.1 The by-law binds the Municipality, members of the municipal council, municipal employees, and any person mandated by the Municipality.

It is deemed to form an integral part of the tender documents and of any contract entered into by the Municipality.

3.2 It is the duty of every municipal employee to apply and comply with each of the provisions of this by-law.

3.3 This regulation applies to any contract for services, the execution of works, or the acquisition of goods entered into by the Municipality or by an employee thereof pursuant to a delegation of spending authority—whether concluded by direct negotiation or following a tender process (open or by invitation)—regardless of the contract amount.

3.4 The Director General and Clerk-Treasurer is responsible for the implementation of this by-law, subject to the Mayor’s supervisory authority as provided for in Article 3.5.

3.5 Any person may bring to the Mayor’s attention any situation suggesting an issue regarding the application of these regulations, so that the Mayor may exercise the right of oversight, investigation, and control provided for in Article 142 of the Municipal Code.

The latter must then take the appropriate steps to ensure that these regulations are applied in accordance with the rules.

CHAPITRE II DEFINITIONS

Unless the context indicates otherwise, the following words and expressions have the meanings attributed to them below. The definitions are taken from the previous regulation, with terminology adapted to ensure their conformity with the LCOM (CQLR, c. C-65.01).

Successful tender: Any bidder awarded a contract following a tendering process.

Call for tender: A call for tenders via an open or invitation-based procedure as required under the *Act Respecting Contracting by Public Bodies* (or the relevant municipal contracting legislation). This term excludes requests for prices made when no call for tenders is required by law or by this by-law.

Contract :	In the context of a call for tenders, all documents used in the process—including, in particular, the notice to tenders, specifications, general and special conditions, the tender form, addenda, the award resolution, and these regulations—; In the context of a negotiated contract, any written agreement outlining the terms binding the Municipality to a supplier regarding the acquisition or leasing of goods or the provision of services, including any document forming an integral part thereof. The contract may, for instance, take the form of a purchase order.
Attribution of a contract by mutual agreement through a request for quotation:	Contract concluded otherwise than through a call for tenders process.
Cost overrun:	Any cost in addition to the initial cost of a contract, whether resulting from a contract modification, a quantity adjustment, or any other cause.
Sustainable development:	Development that meets the needs of the present without compromising the ability of future generations to meet their own needs, taking into account environmental, social, and economic dimensions, in accordance with the Sustainable Development Act (CQLR, c. D-8.1.1).
Employee :	Any person bound to the Municipality by an employment contract, including in particular the Director General and any other official or paid holder of a municipal office, excluding a member of the municipal council.
Tenderer :	Any natural or legal person submitting a bid as part of a tendering process.

Interpretation of legal references

Unless otherwise indicated, any reference to a law or regulation in this regulation includes any subsequent amendments, replacements, or consolidations.

The following laws are referred to as follows in this Regulation::

- "LCOM": Act respecting contracts of municipal bodies (CQLR, c. C-65.01) ;
- “LCOP”: Act Respecting Contracting by Public Bodies (CQLR, c. C-65.1), as applicable to municipal bodies;
- "Charter": Charter of the French Language (CQLR, c. C-11)Charte » : Charte de la langue française (RLRQ, c. C-11)

Interpretative Clause – Grant and Allocation

For the purposes of interpreting this regulation, the terms "granting" and "allocation" are deemed synonymous. However, the term "allocation" is preferred to ensure consistency with the terminology of the LCOM.

CHAPTER III GENERAL PRINCIPLES OF CONTRACT LAW

Article 4 Principles

- 4.1** The Municipality provides a copy of the current contract management policy to its executives, managers, and any employee whose duties require the application or interpretation of said policy. These individuals are required to attest that they have reviewed its contents.

- 4.2** The Municipality commits to providing training to its executives and to employees performing duties related to the awarding or management of municipal contracts; this training aims to enhance, expand, and maintain their knowledge regarding confidentiality requirements, legal contract award rules, lobbying regulations, and any other relevant matters that ensure sound municipal contract management.

Article 5 **Group purchasing**

The Municipality may join purchasing groups when doing so allows for a better use of public funds.

Article 6 **Preliminary needs assessment**

- 6.1** Before initiating any contract award process, the Municipality must conduct a serious and rigorous assessment of its needs.
- 6.2** This assessment aims in particular to determine:
- a) the true nature and extent of the needs to be met;
 - b) possible solutions, including, where appropriate, alternative options;
 - c) the appropriateness of using a contract in light of the objectives pursued;
 - d) the anticipated financial, operational, social, and environmental impacts.
- 6.3** When the contract involves an expenditure of \$25,000 or more, taxes included, this assessment of needs must be documented in writing and kept in the contract file, except in the case of a contract awarded in accordance with paragraph 1 of the first paragraph of section 33 of the *Act respecting contracts of municipal bodies*.
- 6.4** The assessment of needs may, in particular, form part of an approach aimed at achieving sustainable development—within the meaning of the *Sustainable Development Act* (CQLR, c. D-8.1.1)—by taking into account environmental, social, and economic dimensions.
- 6.5** The assessment of needs constitutes an essential preliminary step in the award process and may only be omitted in cases expressly provided for by law.

Article 7 **Preliminary valuation of contracts subject to the open procedure**

- 7.1** For any contract involving expenditure equal to or exceeding the threshold applicable to the open tendering procedure, the price must—prior to the publication or transmission of the tender documents—be based on a rigorous and documented estimate prepared by the Municipality.
- 7.2** The estimate referred to in this Article must be based on objective and reasonable data, in particular:
- a) market analysis;
 - b) historically paid prices for contracts of a similar nature;
 - c) assessment of quantities, schedules, and actual needs;
 - d) any other relevant information enabling a reliable estimate to be made.
- 7.3** The estimated expenditure must take into account the total value of the contract, including, where applicable :
- a) any planned renewal;
 - b) all options included;
 - c) any extension or clause allowing for an increase in the value of the contract.
- 7.4** The estimate is an essential element of decision-making and must be kept in the contract file to support the compliance of the award process with the requirements of the *Act Respecting Contracts by Public Bodies* and this regulation.

Article 8 Measures to promote sustainable development

When awarding a contract, the municipality promotes the responsible procurement of goods and services by taking into account the principles set out in Section 6 of the *Sustainable Development Act* (CQLR, c. D-8.1.1).

Article 9 Language of contracts and compliance with the Charter of the French Language

- 9.1** The Municipality ensures that the contracts it enters into, as well as related documents, are drafted in French, in accordance with the provisions of the Charter of the French Language (CQLR, c. C-11).
- 9.2** The use of a language other than French is permitted only in cases expressly provided for by law or regulations and must be justified in the contract file.
- 9.3** Where the contract is drafted in both French and another language, the French version prevails, unless otherwise provided in accordance with applicable laws.
- 9.4** The Municipality requires that acquired goods bear all inscriptions, documentation, or information in French, subject to the exceptions provided by law.
- 9.5** Services provided to the Municipality or the public under a contract must be rendered in French, except in cases expressly permitted by law.

CHAPTER IV RULES APPLICABLE TO NEGOTIATED CONTRACTS

Article 10 Fair treatment

For negotiated contracts, municipal employees must ensure fair treatment for all suppliers.

Article 11 Rules applicable to contracts of \$25,000 or more, but below the statutory threshold

The municipality may award a contract by mutual agreement involving an expenditure of at least \$25,000 but less than the threshold established by a by-law adopted pursuant to Section 29 of the LCOM.

Article 12 Transparency

a) Applicable ethical standards

All municipal officials or employees involved in the contracting process must help uphold the Municipality's positive image and foster good relationships with its suppliers, while demonstrating impartiality and adherence to ethical standards in the performance of their duties related to the municipal contracting process.

To do this, they must in particular:

- Ensure transparency in the processing of files;
- Apply the regulations in the interest of the Municipality and its citizens
- Be fair to all suppliers;
- Avoid any conflict of interest or situation that could provide direct and/or indirect personal benefits.;
- To prevent situations of favoritism, embezzlement, breach of trust, appearance of conflict of interest or any other form of misconduct;
- He shall not accept, receive, or solicit under any circumstances, for anyone including himself, any form of gratuity, advantage, gift, or hospitality, regardless of its value, in exchange for a decision he must make that is likely to influence his independence of judgment or risk compromising his integrity. This does not apply to rules of etiquette,

courtesy, protocol, or hospitality that would be of reasonable value considering the circumstances.;

- Preventing the inappropriate use of municipal resources;
- Do not disclose, before the opening of bids, in accordance with legal requirements, any information that would reveal the number or identity of individuals who have submitted a bid or requested a copy of the call for tenders or any document to which it refers. Prevent the inappropriate use of Municipal resources.

Any breach of this contractual management regulation, brought to the attention of the Municipal Council or one of its officers, must be forwarded to the person responsible for managing complaints, whose role is provided for in article 12.7 of this regulation, and lead to the imposition of a sanction listed in article 19 of the same document.

b) Competitive bidding among potential tenders

Contracts under \$25,000 (including taxes) can be awarded by mutual agreement.

When considering awarding a negotiated contract involving an expenditure exceeding \$25,000, the Municipality, to the extent possible, encourages the solicitation of at least two potential co-contractors.

When soliciting a single company is deemed justified in the public interest of the Municipality, the relevant information is transmitted to the municipal elected officials prior to the awarding of the mandate or contract.

Article 13 Rotation and supplier list

13.1 Public office holders must, for negotiated contracts of an amount equal to or greater than \$25,000 (taxes included), but less than the threshold requiring a public call for tenders, encourage the participation of as many companies as possible capable of meeting the needs of the Municipality.

To this end, they encourage, when prices and quality offered are equivalent, rotation between potential co-contractors.

The implementation of this rotation must in no way be detrimental to the sound management of public funds.

13.2 Public office holders may consult the list of suppliers registered in the Municipality's accounting system, the aforementioned access provider portal, and any other relevant source of information to identify new suppliers and, where appropriate, facilitate rotation among them.

Article 14 Quebec and Canadian goods and services

Aux For the purpose of awarding any contract which involves an expenditure below the threshold of the expenditure of a contract which can only be awarded after a request for public tender, the Municipality favours Quebec or otherwise Canadian goods and services and suppliers, insurers and contractors who have an establishment in Quebec or elsewhere in Canada.

To this end, and to the extent possible, when awarding such a contract, the Municipality:

- Identifies Quebec or otherwise Canadian goods and services, and suppliers, insurers, and contractors who have an establishment in Quebec or elsewhere in Canada;
- Allows all suppliers, insurers and contractors who have an establishment in Quebec or elsewhere in Canada to request the addition of their name and contact information to suppliers, insurers and contractors solicited by the Municipality.

The words "establishments in Quebec or elsewhere in Canada" are defined as a place where a supplier, insurer or contractor conducts business on a permanent basis and which is clearly identified with its name and accessible during normal business hours.

The words "Quebec or otherwise Canadian goods and services" mean goods and services the majority of whose design, manufacture, assembly or completion is done primarily from an establishment located in Quebec or elsewhere in Canada.

Article 15 Accountability

It is the responsibility of the Director of Finance to maintain an up-to-date list of negotiated contracts authorized by the municipality.

Article 16 Compliance with public order requirements

The Municipality ensures that all contracts are awarded in compliance with public order requirements, particularly those set out in the LCOP, insofar as they are applicable to municipal bodies under the LCOM.

These requirements include in particular:

- verification of registration in the Register of Ineligible Businesses (RENA);
- holding an authorization from the Public Procurement Authority (AMP), when required;
- the production of a declaration of integrity when required;
- any other requirement stipulated by applicable legislation.

Any submission that does not comply with these requirements will be automatically rejected.

Article 17 Requirements relating to the French language

The Municipality ensures that all contracts and contractual processes comply with the requirements of the Charter of the French Language (CQLR, c. C-11).

For this purpose:

1. Contracts entered into by the Municipality and related documents are written in French, except as otherwise provided by law or applicable regulations.;
2. The Municipality cannot enter into a contract with a company covered by the Charter that does not comply with the requirements relating to French language training, particularly in the following cases:
 - a. absence of proof of registration with the Quebec Office of the French Language;
 - b. absence linguistic analysis submitted within the prescribed deadlines;
 - c. absence proof of application of a French language training program or a certificate of French language training;
 - d. registration of the company on the list maintained by the Office québécois de la langue française under the Charter
3. When required, the bidder must provide documentation demonstrating its compliance with the obligations set out in the Charter.
4. The goods acquired by the Municipality and the services rendered must comply with applicable language requirements.

CHAPITRE V TENDERING PROCESS

Article 18 Confidentiality and transparency

- 18.1** Although the Municipality prioritizes collaboration within its internal departments for the preparation of a call for tenders, any agent or consultant selected by the Municipality to draft tender documents or to assist it in this process is obligated to maintain the confidentiality of their mandate, the work performed under it, and any information brought to their attention during its execution.

In this regard, both the agent and the consultant must sign a confidentiality agreement at the beginning of the engagement, as detailed in the appendices to these regulations. Failure to comply with this obligation may result in penalties in addition to the sanctions stipulated in these regulations.

18.2 Contract splitting

When the division of a contract can be justified and permitted under section 938.0.3 and for reasons of sound management of public funds, the Municipality may approve (by municipal resolution) the splitting of the contract award. The reasons must be recorded in the manager's recommendation submitted to the Municipal Council for approval by resolution.

In fact, the Municipality does not use contractual splitting.

Article 19 SEAO

Upon the entry into force of this regulation, the Municipality shall proceed to publish its tender documents for contracts of a value exceeding the threshold requiring a call for tenders, to the electronic tendering system (SEAO) approved by the government in matters of application of the Act respecting contracting by public bodies (CQLR, c. C-65.1).

Article 20 Responsible for providing information to tenders

20.1 Within the framework of each tendering procedure, only the designated manager is authorized to transmit to potential bidders any administrative or technical information, as well as any responses to questions, comments or requests for clarification relating to the project in question.

The designated official must be a Municipal employee with adequate knowledge of the area covered by the call for tenders. Under no circumstances may they act as secretary of the selection committee.

20.2 Role and responsibilities of the information officer

In addition to transmitting administrative and technical information, the designated manager is the only one authorized to issue addenda in the context of a call for tenders.

He must ensure that all information communicated to tenders is done so in a fair, uniform and impartial manner, and that it is free from any form of favoritism.

20.3 Visit to the premises

The Municipality oversees and manages site visit requests within the framework of the tendering procedures. Generally, only visits relating to construction sites or renovation projects of existing structures whose scope or specific characteristics cannot be described with sufficient precision in the tender documents are authorized.

The management of site visits is handled by the bidder information officer. This officer is responsible for receiving and analyzing requests, formulating relevant recommendations, scheduling visits, and determining their arrangements. Visits are conducted individually and by appointment.

The information transmitted as well as the questions raised during the visits are recorded. Where applicable, clarifications deemed relevant are communicated to all bidders by issuing an addendum, in order to ensure uniform, fair and impartial dissemination of information.

Article 21 Selection Committee

- 21.1** In order to maintain the confidentiality of the committee members' identities, the municipal council delegates to the Director General the power to appoint and designate the members who will form the selection committee responsible for analyzing the bids according to the process prescribed by law.

In order to assist and supervise the members of the selection committee in their tasks, the Director General may designate the assistant clerk or executive assistant as secretary of the selection committee, otherwise, he himself acts as committee secretary.

The Director General appoints three (3) evaluation members, one of whom must have basic technical knowledge of the subject or service covered by the call for tenders. To this end, the Director General may decide to appoint an external expert to the selection committee to assist and support them.

21.2 Responsibilities of the selection committee secretary:

- Proceed with the opening of the bids at the times and dates stipulated in the invitation to tender;
- To decide on the conformity of the offers received;
- Prepare the analysis file and submit it to the selection committee for evaluation of the bids;
- To chair and act as secretary, to lead the work of the selection committee during the preliminary meeting and the evaluation meeting;
- Prepare the recommendations outline to be submitted to the Director General to properly document the file that will be submitted to the Municipal Council for its final decision. This decision is made by resolution in a public meeting.

The Municipality undertakes to provide a training guide on the processes and standards applicable to municipal tenders to members of the selection committee.

21.3 Solemn declaration of members external to the Municipality sitting on the selection committee:

Upon assuming their duties, external members appointed by the Municipality to the selection committee must complete and submit the sworn statement included as an appendix to the by-law. This statement stipulates, in particular, that the external committee members will judge the bids submitted by the bidders impartially, without favour or consideration, and ethically. They will conduct an individual analysis of the quality of the bids received before the evaluation by the selection committee. By submitting this statement, the external committee members attest that they have no financial interest or business relationship with the legal entities, companies, or businesses that are bidders in the municipal tender process.

These members must also solemnly affirm that they will under no circumstances disclose the mandate entrusted to them by the Municipality, maintain the confidentiality of deliberations, take all appropriate precautions to avoid placing themselves in a potential conflict of interest, and have no direct or indirect interest in the tender. Conversely, they undertake to disclose any interest and terminate their mandate.

21.4 Protection of members' identities

In addition to the members of the selection committee who must under no circumstances disclose their mandate, the committee secretary, all managers and employees of the Municipality must also preserve this confidentiality at all times.

21.5 Member evaluation process

The main steps in the evaluation process are as follows:

- Evaluate each submission individually without knowing the price and without comparing them;
- Assign an overall score to the submission, taking into account each weighting criterion;

- Work towards achieving a group consensus;
- Sign the committee's evaluation;
- To commit to working without any appearance of conflict of interest or bias, and in complete confidentiality during deliberations.

The selection committee must evaluate the bids in accordance with the provisions of the Municipal Code, in particular article 936.0.1, and in accordance with the principle of equality between tenders.

Article 22 Complaints Management

- 22.1** The Director General is responsible for complaints management. Their role is to receive and analyze complaints regarding practices, situations, and irregularities deemed suspicious, as well as potential collusion, influence peddling, intimidation, and corruption, whether perpetrated by council members, managers, municipal employees, or citizens and bidders who believe they have been wronged.
- 22.2** The Director General oversees the handling of complaints by taking the necessary steps and, where applicable, making the required adjustments or corrections to ensure compliance with these regulations. The Director General, when deemed necessary, forwards recommendations to the municipal council and, if applicable, to the relevant authorities within the Ministry of Municipal Affairs and Housing or those responsible for crimes and restrictions on free competition.
- 22.3** If the complainant is dissatisfied with the Director General's handling and conclusions regarding their complaint, they can appeal to the Mayor, who has the power to audit and oversee all municipal administration activities. The same applies if the complainant believes the Director General is in a conflict of interest in handling the complaint.
- 22.4** Once these avenues have been exhausted, a still dissatisfied complainant can then contact the Ministry of Municipal Affairs and Housing or the competent authorities regarding crimes and restrictions on free competition.

Article 23 Submission withdrawal

- 23.1** The tender may withdraw their bid at any time before the deadline for receipt of bids, without prejudice to their right to submit a new one within the same time limit.
- 23.2** The Municipality considers that a bid submitted as part of a tendering process constitutes a commitment that must be respected by the bidder and that it has no advantage in allowing the withdrawal of a bid once it has been opened. For these reasons, the Municipality does not allow the withdrawal of a bid by a tender after it has been opened.

Article 24 Right of reservation

- 24.1** The Municipality reserves the right to demand the highest level of transparency, impartiality, and public trust in the awarding of municipal contracts. In this regard, it clarifies its position that disclosing any connection with an employee, manager, council member, or selection committee member will not automatically result in the rejection of a bid. The Municipality therefore reserves the discretionary power to adjust its decisions based on an assessment of the seriousness of the connection.
- 24.2** The Municipality also reserves the right to be more stringent and rigorous regarding non-disclosure, whether intentional or not. This constitutes a ground for non-compliance that may result in the rejection of a bid. If an undisclosed connection is discovered only after a contract has been awarded or signed, the Municipality may be justified in cancelling or terminating the contract.

- 24.3** In the event that the bids received are much higher than the costs and rates usually in force on the market, than the initial estimate made by the Municipality or if the bids submitted are unreasonable, the Municipality reserves the right not to award the contract.

CHAPITRE VI INTEGRITY, ETHICS AND LOBBYING

Article 25 Roles and responsibilities of municipal employees and managers

25.1 Confidentiality and discretion

Throughout any tendering or contract awarding process, municipal employees and managers must exercise absolute discretion and maintain the confidentiality of all information disclosed to them, regardless of the stage of the process.

They must always refrain from disclosing the names of potential or actual bidders until said bids have been opened and publicly disclosed.

25.2 Loyalty

All municipal employees and managers are responsible for the application and respect of this regulation and must refrain from using their position to favor the awarding of a contract to a particular bidder. They must always respect the ethical standards imposed on them under their employment contract, as well as the institution's administrative policies and standards.

Obligation to report collusion, rigging, influence peddling, intimidation and corruption.

Any member of a Council, manager or municipal employee who is aware of or has been made aware of a suspicious practice, a situation of collusion, rigging, influence peddling, intimidation and corruption, or who witnesses such a situation, must report it to the Director General.

25.3 Declaration of interests

Municipal employees and officers must swear an oath of their obligation to comply with this by-law. This declaration must be submitted to the clerk for filing in the Municipality's archives. It is included as an appendix to this by-law.

Article 26 Tenders' Obligations

26.1 Declaration of no collusion or attempt to influence a selection committee

The bidder must include with the submission of their bid a solemn declaration (see Appendix) in which they affirm that they have carried out the necessary checks and that to their knowledge, neither they nor any employee, manager, director or shareholder of their company has attempted to, or communicated with, a member of the selection committee, if any, with the aim of influencing them or obtaining information relating to the call for tenders.

The bidder must do the same with respect to the preparation of their bid, free from collusion, communication, agreement or arrangement with a competitor, whether to establish prices, to decide whether or not to submit a bid, or to submit a bid that does not meet the specifications of the call for tenders, directly or indirectly, and this must be done before the official opening of bids.

26.2 Declaration regarding lobbying communications with the municipality

The tender must do the same exercise in its statutory declaration (see Appendix) in which it must disclose whether any lobbying took place to obtain the contract and whether such

lobbying took place in accordance with the Lobbying Transparency and Ethics Act (CQLR, T-11.011) as well as the Code of Ethics of Lobbyists and the opinions of the Commissioner of Lobbying.

The bidder must, among other things, indicate whether other influence communications have been made to the public office holders of the municipality in the six (6) months preceding the tendering process or the awarding of the contract and indicate the purpose of these influence communications.

26.3 Declaration of interest

In this same formal declaration, the bidder must indicate whether they personally, or through their directors, shareholders, or officers, have any family, financial, or other ties that could create an appearance of conflict of interest, whether directly or indirectly, with any members of the council, officers, and/or employees of the Municipality. They must also specify that, if awarded the contract, they undertake not to retain the services of any person who participated in the preparation of the call for tenders for which they are bidding or in the preparation of the contract awarded to them, for a period of one (1) year following the completion of the contract or the work.

Simply disclosing a relationship does not automatically lead to the rejection of a submission. The existence of a link between two individuals is not subject to procedural exclusions. The Municipality wishes to encourage openness to voluntary disclosure and to eliminate any appearance of conflicts of interest.

26.4 Form and value of the certificate and declarations

The declarations provided for in the preceding articles must be in writing, on the form provided by the Municipality and provided for this purpose which can be found in the Appendix to this by-law. This form is entitled “Bidder Declaration”.

Cette déclaration devant témoin doit être fournie en même temps que le dépôt de soumission. Cette déclaration fait partie intégrante des conditions contractuelles qui lient le soumissionnaire à la Municipalité.

26.5 Mandatory Registration in the Lobbyists Registry

It is strictly prohibited for a bidder, contractor, or supplier to engage in lobbying communications, whether oral or written, with a public office holder, particularly with the aim of influencing their decision-making regarding:

- The development, presentation, amendment, or rejection of a proposal, resolution, directive, or regulation;
- The conduct, development, or cancellation of a tendering process;
- The awarding of a negotiated contract.

However, they may do so if the means employed are legal and provided they are registered in the registry established for this purpose under the Lobbying Transparency and Ethics Act. In the case of a bidder, they must indicate on the lobbying form in the Appendix whether they are a registered lobbyist and provide proof of this registration, if applicable, to be submitted with their bid.

For the purposes of these regulations, a lobbyist's arrangement of an interview with a public office holder on behalf of a third party constitutes lobbying. Activities covered by sections 5 and 6 of the Lobbying Transparency and Ethics Act do not constitute lobbying.

26.6 Benefits to an employee, manager, board member, selection committee

It is strictly forbidden for a bidder to make offers, donations, payments, gifts, remuneration, or any other benefit to an employee, manager, board member, or selection committee member.

26.7 Language compliance of companies

The Municipality cannot enter into a contract with a company subject to the provisions of the Charter of the French Language relating to francization if the company:

- does not hold one of the required attestations or certificates issued by the Office québécois de la langue française (Quebec Office of the French Language);
- has not fulfilled its obligations regarding the analysis of its linguistic situation;
- is listed on the list of non-compliant companies maintained by the Office québécois de la langue française.

The bidder or contractor must provide, at the Municipality's request, any evidence demonstrating its compliance with the requirements of the Charter..

26.8 The bidder undertakes to comply with all the obligations provided for in the Charter of the French Language and its regulations, in particular with regard to the language of communications, contractual documents, goods delivered and services rendered.

CHAPTER VII CONTRACTUAL MODIFICATIONS

Article 27 Rules applicable to the modification of a contract

27.1 The following rules apply to any amendment to a negotiated contract that results in its value exceeding \$25,000, as well as to any amendment to a contract exceeding \$25,000:

- a) The amendment must be requested in writing by the head of the relevant department, with justification, and submitted to the Director General;
- b) The amendment must be recommended by the Director General. This recommendation may only be granted in exceptional circumstances if the amendment:
 - i) does not change the nature of the contract and is ancillary;
 - ii) was unforeseeable at the time the contract was awarded;
 - iii) is not attributable to the fault of the bidder.

27.2 No modification may be granted when it concerns an element that could reasonably have been foreseen or included in the initial contract. In this respect, the absence of any modification to the contract is the rule, and modification remains the exception..

Article 28 Autorisation

28.1 The total amount of expenditure authorized as a modification to the initial contract may not exceed the limit provided for in the regulation entitled Regulations concerning budgetary control and monitoring rules – Delegation to certain employees – Power to authorize expenditure and award contracts.

28.2 When the requested amendment exceeds the applicable delegated powers, it can only be authorized following a resolution duly adopted by the municipal council.

CHAPITRE VIII SANCTIONS

Article 29 Sanctions

29.1 The agent, consultant, supplier or buyer who, directly or indirectly, contravenes these regulations or who is the author of a false declaration signed and submitted within the framework of any contract and mandate shall be liable to the imposition of penalties, the unilateral termination of his mandate and disclosure to any order, association to which the professional found at fault belongs.

29.2 Any bidder who, directly or indirectly, contravenes their obligations expressly set out in these regulations, or who makes a false statement signed and submitted by them as part of their bid, is liable to have their bid rejected if the alleged breach is of a justifiable seriousness. If the contract has already been awarded, the Municipality may unilaterally terminate the contract as provided for in Article 2125 of the Civil Code of Québec. No clause waiving the right of unilateral termination may be invoked against the Municipality, nor may any legal action be brought against it for claims and damages.

Subsequently, the Municipality may decide to remove the name of the offending bidder from the list of suppliers for negotiated or invited contracts, for a period of three to five years.

29.3 No one may contravene or allow any provision of these regulations to be contravened.

29.4 The obligations imposed by this regulation form an integral part of any employment contract between the Municipality and its managers and/or employees. Any contravention of this regulation is therefore subject to disciplinary action based on a progressive disciplinary system, commensurate with the seriousness of the alleged misconduct. The employer reserves the right to impose an administrative suspension while conducting an investigation to clarify any situation brought to its attention and to implement the necessary measures.

CHAPITRE IX TRANSITIONAL AND FINAL PROVISIONS

Article 30 No retroactive effect

This regulation does not have retroactive effect.

However, its provisions apply to contract award processes underway at the time of its entry into force.

Article 31 Repeal and replacement

This regulation repeals and replaces regulation number 2025-02-401.

Article 32 Mandatory provisions

The masculine and singular forms are used throughout this regulation without discrimination and include the feminine and plural forms to avoid making the text overly cumbersome.

If any part or clause of this regulation is declared invalid by a recognized court, the validity of all other parts or clauses shall not be affected. The Council hereby declares that it adopts this regulation in its entirety, regardless of whether one or more of these parts may be declared null and void by a court.

Article 33 Entry into force

This regulation enters into force in accordance with the law.

_____ Tom Arnold Mayor	_____ François Rioux General Manager and Clerk- Treasurer.
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Notice of motion and tabling of the draft bylaw:	July 14th 2026
Adoption of the regulations:	August 11th 2026
Notice of promulgation and entry into force	August 12 2026

APPENDIX 1

CONFIDENTIALITY AGREEMENT
AGENT – CONSULTANT

(hereinafter referred to as the "AGENT" or "CONSULTANT")

WHEREAS the Municipality MUST, pursuant to its Contract Management By-law adopted by resolution of the municipal council on May 15, 2024, and pursuant to any other applicable law, ensure that it applies all matters relating to the confidentiality of information with impeccable rigor;

WHEREAS on _____, a service contract (or other type of contract) was entered into between the MUNICIPALITY and the AGENT and/or CONSULTANT for the purpose of preparing tender documents and assisting the Municipality in this process (or other type of mandate);

WHEREAS, within the scope of its contract performed on behalf of the MUNICIPALITY, the AGENT or CONSULTANT may have access to, become aware of, use, and create various confidential information items for which the MUNICIPALITY must maintain confidentiality under all applicable laws;

WHEREAS the MUNICIPALITY agrees to disclose various confidential information to the AGENT or CONSULTANT, and the AGENT or CONSULTANT agrees to access, review, use, and create various confidential information, in accordance with the terms and conditions set forth in this Agreement (hereinafter referred to as "this Agreement");

WHEREAS the AGENT or CONSULTANT agrees to confirm this Agreement in writing.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PREAMBULE

The preamble forms an integral part of this agreement.

1. PURPOSE

1.1 Disclosure of Confidential Information

At its sole discretion and when required by the contract, the MUNICIPALITY agrees to disclose to the AGENT or CONSULTANT various confidential information items that belong exclusively to the MUNICIPALITY or are inherent to the contract awarded to it or entrusted to it as part of a tendering process (hereinafter collectively referred to as "Confidential Information") in accordance with the terms and conditions set forth in this Agreement.

1.2 Handling of Confidential Information

As the AGENT or CONSULTANT may access, become aware of, use, and create various confidential information items in the course of its contract with the MUNICIPALITY, it agrees to handle this Confidential Information in accordance with the terms and conditions set forth in this Agreement.

2. CONSIDERATION

2.1 Obligation of confidentiality

For its proper and valid consideration, including the continuation of its contract, the payment of

remuneration arising from the performance of its contract, and any other benefits that may result therefrom, the AGENT or CONSULTANT undertakes and binds itself to the MUNICIPALITY to:

- a) Keep confidential and not disclose confidential information;
- b) Take and implement all appropriate measures to maintain the confidentiality of confidential information;
- c) Not disclose, communicate, transmit, exploit, use, or otherwise make use of confidential information, in whole or in part, for its own benefit or for the benefit of others, except within the scope of this undertaking and for the purposes mentioned herein;
- d) Comply with each and every applicable provision of this Agreement.

2.2 Duration of the confidentiality obligation

The confidentiality obligation of the PROXY or CONSULTANT remains in force:

- a) Throughout the duration of the contract awarded by the MUNICIPALITY;
- b) For an unlimited period following the end of the contract entrusted by the MUNICIPALITY, with regard to any confidential information relating to the mandate entrusted or to the call for tenders process or any other information required to be protected and not disclosed by the MUNICIPALITY under the laws applicable to the latter in this matter as well as under its contractual management regulations.

2.3 Handover of confidential information

Handover of Confidential Information: Upon completion of the contract, the AGENT OR CONSULTANT undertakes and is bound to the MUNICIPALITY to:

- a) Hand over, upon request, to the MUNICIPALITY, at its town hall or any other location designated by an authorized representative of the MUNICIPALITY, all confidential information in its possession;
- b) In this context, not to retain any reproduction (copy, photocopy, draft, summary, or other), in whole or in part, on any medium whatsoever, of all or part of the confidential information.

3. PENALTIES FOR FAILURE TO COMPLY WITH THIS AGREEMENT

If the AGENT or CONSULTANT fails to comply with one or more provisions of this Agreement, in whole or in part, they shall be subject to one or more of the following sanctions, in addition to those provided by law and without prejudice to any other rights or remedies of the MUNICIPALITY:

- a) Cancellation of access rights to the confidential information covered by this Agreement and to the equipment containing it;
- b) Termination of the contract concluded with the MUNICIPALITY;
- c) Removal of the AGENT or CONSULTANT's name from the MUNICIPALITY's supplier database.

4. ENTRY INTO FORCE OF THE AGREEMENT

This commitment becomes effective upon the conclusion of the contract for drafting tender documents and/or providing assistance to the MUNICIPALITY in this process (or other type of mandate) between the MUNICIPALITY and the AGENT or CONSULTANT.

If this date is later than the signing of this commitment, it becomes effective upon signature.

In witness whereof, I sign this

_____.
Date

_____.
Name of the legal entity/company

_____.
Title of the authorized person

_____.
Name in print

_____.
Signature

APPENDIX 2

SOLEMN DECLARATION OF A MEMBER APPOINTED TO THE SELECTION COMMITTEE
(FOR ANY PERSON NOT EMPLOYED BY THE MUNICIPALITY)

I, the undersigned, _____, member of the selection committee duly appointed to this position by the Director General of the Municipality of Grenville-sur-la-Rouge:

Tender number:	
Object :	
Project :	

For the purpose of conducting a qualitative evaluation of the submissions in response to the aforementioned call for tenders (hereinafter referred to as the “call for tenders”):

To assist the selection committee in carrying out its duties under the Quebec Municipal Code (C-27.1) and the Municipality’s Contract Management By-law.

I solemnly declare and certify the truth of the following information:

- a) That I have read and understand the content of this declaration;
- b) That I undertake, in the performance of the duties entrusted to me, to judge the bids submitted by the tenderers without bias, favour, or consideration, in accordance with ethical principles;
- c) That I undertake to individually analyze the quality of each compliant submission received before the evaluation by the selection committee.
- d) I undertake to disclose nothing concerning the mandate entrusted to me by the MUNICIPALITY and to maintain the confidentiality of the committee's deliberations;
- e) I attest that I have no financial interest or business relationship with the legal entities, companies, or businesses that are bidding on this tender with the MUNICIPALITY;
- f) I declare that I will take all appropriate precautions to avoid placing myself in a potential conflict of interest and that I have no direct or indirect connection with this tender, failing which, I formally undertake to disclose my interest and terminate this mandate.

In witness whereof, I sign this

_____.
Date

_____.
Name of the legal entity/company

_____.
Title of the authorized person

_____.
Name in print

_____.
Signature

APPENDIX 3

**DECLARATION OF INTEREST
(FOR ANY PERSON EMPLOYED BY THE MUNICIPALITY)**

I, the undersigned, _____, in my capacity as _____
of the Municipality of Grenville-sur-la-Rouge, declare the following and certify that this
information is true and complete in all respects:

- a) I have reviewed the Contract Management By-law of the Municipality of Grenville-sur-la-Rouge and I have read and understand the contents of this declaration;
- b) I am making this declaration because of my position, which may require me to participate in the conduct and/or preparation of a tendering process or the awarding of a negotiated contract for the municipality;
- c) I am aware that I may be subject to sanctions under the Contract Management By-law if the statements contained in this declaration are not true or complete in all respects;
- d) I undertake to exercise absolute discretion and maintain the confidentiality of all information brought to my attention during any tendering or contract award process, both before and after such processes;
- e) I also undertake to refrain at all times from disclosing the names of potential or actual bidders until the bids have been opened;
- f) I undertake, during any tendering or contract award process, both before and after such processes, never to knowingly commit any acts or omissions that would favor a particular supplier or bidder, especially when drafting tender documents;

I declare (check one of the following statements):

- ☐ That my participation in a tendering process or contract award for the municipality does not create a potential conflict of interest;
- ☐ That my participation in a tendering process or contract award for the municipality is likely to create the following conflicts of interest:

Description of the potential conflict of interest:

In witness whereof, I sign this:

Date

Name in print

Signature

APPENDIX 4
SUBMISSION FORM AND BIDDER'S DECLARATION

Recipient's name:	
Recipient's title:	
Tender number:	
Object :	
Date :	
Municipality :	

Tender's Name:	
Name of their representative :	
Quebec Business Number (NEQ) :	
Adress :	
Telephone :	email :
GST number :	QST number:

(hereinafter referred to as the “Bidder”),

I, on my own behalf and/or on behalf of the Bidder, have consulted the Quebec Enterprise Register to identify the municipal administrators and, by submitting this attached bid and/or offer, I solemnly declare and certify the following:

(hereinafter referred to as the “Bid”)

- a) I am duly and legally authorized to represent and act legally in and on behalf of the Bidder;
- b) I have reviewed all the tender documents, understand their content, and unconditionally undertake to comply with all obligations, clauses, charges, and conditions;
- c) I have obtained all the information necessary to submit this bid and perform the contract, including any difficulties inherent in its performance and any other factor that may affect the bid;
- d) I am aware that a false statement may be grounds for disqualification. The same applies if the contract is awarded; it may be terminated for the same reasons;
- (e) That all persons whose names appear in the bid have been verified, investigated, and are authorized by the bidder to be an integral part of the contract and its work;
- (f) That I understand the meaning and scope of the term "competitor" for the purposes of these provisions.

The tender checks one of the following statements that applies to their situation:

- ☐ This bid has been prepared without collusion and without having communicated or entered into any agreement or arrangement with any competitor;
- ☐ This bid has been submitted after having communicated or entered into an agreement or arrangement with one or more competitors, but this disclosure is made in these documents, setting out ALL the relevant details, including their names, the reasons for contacting them, and all the details and reasons for these communications, agreements, and/or arrangements;

Without limiting the scope of the two preceding statements, the bidder declares that there has been no communication, understanding or arrangement with any competitor regarding the following (please tick all that apply):

- ☐To the prices;
- ☐To the methods, factors, and/or formulas used to establish pricing;
- ☐To the decision to submit or not submit a bid;
- ☐To the submission of a bid that does not meet the criteria of this call for tenders;
- ☐To the details related to the quality, quantity, specifications, and delivery of goods or services, except, of course, those specified and authorized by the Municipality or legally disclosed previously;
- ☐To the terms and conditions related to this tender, including dates, times, opening, and closing.

Regarding lobbying activities conducted with municipal public office holders prior to this call for tenders, the bidder declares the following (please check the applicable statement):

- ☐That it is a registered lobbyist in the lobbyists' registry established under the Lobbying Transparency and Ethics Act, as evidenced by the submission of this bid;
- ☐That it is not a registered lobbyist as legally established under the Lobbying Transparency and Ethics Act.

Finally, the bidder declares that it has given its full knowledge that neither it, nor any of its employees, officers, directors, shareholders, or any other stakeholders in its business, have been subjected to any maneuvers, pressure, or attempts at influence from anyone.

In witness whereof, he signs:

Name of representative :	
Title :	
Telephone :	Email :

Date

Signature

The French version of this by-law prevails over the English version with respect to its interpretation.